

# Contract Agreement Between

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PUBLIC EMPLOYMENT  
RELATIONS BOARD



**The City of Hiawatha, Iowa**

**and**

**The Hiawatha Police Union**

**Represented by**

**The Chauffeurs, Teamsters and  
Helpers Local Union 238**



**July 1, 2007 to June 30, 2010**

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## **AGREEMENT**

This Agreement made and entered into by and between the City of Hiawatha, Iowa, hereinafter referred to as the "Employer" and Chauffeurs, Teamsters and Helpers Local 238, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

### **Article 1 - Purpose**

#### **Section 1.1**

The purpose of the City of Hiawatha and the Union in entering into this agreement is to set forth their agreement with regards to wages, benefits, hours and working conditions for the employees so as to promote the efficiency of law enforcement, the morale and security of all employees and to promote harmonious relations giving recognition to the legal rights and responsibilities of the City, the Union and the employees.

### **Article 2 - Recognition**

#### **Section 2.1**

Employees covered under this Agreement shall include all regular full-time Police Officers, and excludes all elected officials, Chief of Police, Assistant Chief of Police, Sergeant, Temporary Police Officers, Probationary Police Officers and all other City employees.

### **Article 3 -Management Rights**

#### **Section 3.1**

In addition to all powers, duties and rights of the Employer established by constitutional provisions, statute, ordinance, charter, special act or common law, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

- (a) The right to discipline.
- (b) The right to enforce and require employees to observe rules and Regulations set forth by the Employer.
- (c) The right to set working hours.
- (d) The right to determine police department procedures and working rules.
- (e) All other rights specifically mentioned at Chapter 20.7, Code of Iowa.

Provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

#### **Section 3.2**

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

## **Article 4 - Union Rights and Responsibilities**

### Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation; the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Union, and the public.

### Section 4.2

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that either it or any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

## **Article 5 – Non-Discrimination**

### Section 5.1

Neither the Employer nor the Union shall engage in the unfair employment practices whereby any person may be unlawfully discriminated against because of age, ancestry, color, creed, disability, national origin, race, religion or sex of such person.

Neither the Employer nor the Union shall discriminate against or interfere, restrain, or harass any employee with respect to their rights or in order to prevent or discourage his/her exercise of any such right.

## **Article 6 - Union Representatives**

### Section 6.1

Authorized representatives of the Union upon notice given the Chief of Police may visit the police station and confer with representatives of the Employer. If such Union Representatives desire to confer with a Union Steward or any employee, the Union Representative must request permission from the Chief of Police or supervisor. Permission will be granted for such requested meeting if it will not interfere with the normal operation of the Employer.

### Section 6.2

Upon reasonable request, during regular business hours, the Employer shall produce for examination by the employee time sheets and/or other records as allowed by law pertaining to the computation of compensation of the employee whose pay may be in dispute or other records of the employee pertaining to a specific grievance or possible grievance.

### Section 6.3

The Employer shall furnish a bulletin board to be set aside and used exclusively by the Union for the purpose of displaying material pertinent to its members and other information having to do with Union business. No notice from any outside group except the Union will be permitted on the bulletin board. The Union recognizes that the posting of information and notices on the bulletin board may be subject to the approval of the Chief of Police.

## **Article 7 - Union Stewards**

### Section 7.1

The Employer recognizes the right of the Union to designate a reasonable number of Stewards and alternates. The Employer will recognize those employees selected as Union Stewards and alternates. The Union shall provide the employer with a list of such Stewards and any changes made from time to time.

### Section 7.2

A Steward is expected to contact other employees regarding grievances at shift change unless the Steward secures prior permission from the Chief of Police or supervisor. The Steward may not leave their duty assignment or cause another employee to leave their duty assignment unless prior approval from the Chief of Police or supervisor has been granted.

### Section 7.3

The authority of Union Stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties:

1. The investigation and presentation of grievances with the Employer in accordance with the provisions of the collective bargaining agreement.
2. The transmission of messages and information which shall originate with and are authorized by the local Union or its Officers provided such messages and information have been reduced to writing and are of a routine nature.

### Section 7.4

The Union Stewards shall be released from work to attend all negotiation sessions and impasse procedures without loss of pay. Upon authorization of the Chief of Police or supervisor, the Union Stewards shall be allowed their regular rate of hourly pay for such time required of them as a Union Steward in the performance of their duties within the grievance procedures.

## **Article 8 - Discharge or Suspension**

### **Section 8.1**

The Employer agrees that it will not discharge or suspend any employee without proper due process and for only just cause. Except for serious cases that justify the immediate discharge, the Employer agrees that it will issue prior warnings and administer corrective discipline and or training before discharge. It is understood that probationary employees have no grievance rights for disciplinary action.

### **Section 8.2**

In the event an employee is suspended or discharged and if the affected employee so desires, a Union Steward or Union Representative may be present at the time of the suspension or discharge.

### **Section 8.3**

An employee who has received a written reprimand will be allowed within seven (7) days of the reprimand to submit a written response regarding the reprimand to the Chief of Police which then shall be placed in the employee's personnel file.

## **Article 9 - Lay off and Recall**

### **Section 9.1**

In the event that the workforce is to be reduced, the following layoff procedure shall be utilized:

1. The Employer will notify the Union of its intent to reduce the workforce with a minimum of thirty (30) days notice prior to such reduction.
2. In the event an Employee is to be placed on a lay off status, the Employer will select an employee with the least amount of seniority. The affected employee will be given a minimum of two (2) weeks notice of their lay off status. The affected employee shall have recall rights for two (2) years.
3. In the event of a recall, within two (2) years of the original lay off, the affected employee with the most seniority will be notified first and offered the opportunity to reclaim their prior position. The notification shall be made by certified mail.
4. All employees on a lay off status shall retain their seniority that they had when they were laid off. All lay off periods will count as continuous employment with the employer so as long as the employee returns to regular work after the layoff.

## Article 10 - Grievance Procedure

### Section 10.1

Within seven (7) days of the acceptance of this contract by both parties, a joint labor relations and grievance committee (Committee) shall be established which shall consist of two members selected by the City and two members from the Hiawatha Police Department. This Committee shall hold meetings as called and shall be empowered in good faith to interpret this contract and consider any grievance, and adjust any actual grievance arising hereunder. The meetings shall be held at 3:00 p.m. (after first shift working hours).

A grievance, defined as a disagreement on the part of the Union or any employee in regard to the interpretation and application of the specific terms of this Agreement, arising under this contract will be administered without prejudice by either party in the following manner:

#### Step 1

The aggrieved employee, by himself or with the steward, will discuss the grievance with the Supervisor. Any complaint or grievance not taken up with the supervisor within forty-eight (48) hours (holidays and Sundays excluded) after the basis for the grievance is known to the employee shall be considered waived and no further consideration of the grievance may be given.

#### Step 2

If the grievance is not resolved within twenty-four (24) hours after notifying the supervisor, a written grievance must be filed with the Police Chief, with a copy to the City Mayor within five (5) work days from the date the immediate supervisor is notified. If the grievance is not satisfactorily adjusted within three (3) days;

#### Step 3

The aggrieved party shall notify the Police Chief and Mayor in writing that the grievance is to be presented to the Joint Labor Relations and Grievance Committee. The Committee shall meet within seven (7) days and attempt to adjust the grievance.

#### Step 4

If the Committee is unable to resolve the grievance within a reasonable period of time, the grievance may be referred to arbitration at the request of either party.

An Arbitrator shall be agreed upon between the parties or selected from the list of arbitrators provided by the Federal Mediation and Conciliation Service. The names of arbitrators shall be stricken until only one remains.

The scope and authority of the arbitrator is limited solely to the interpretation of this contract, and any decision made by the arbitrators shall not have the effect of adding to, subtracting from, nor modifying in any degrees, any provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties, and the fees and expenses, if any, of the arbitrator shall be borne equally by the parties to this Agreement

## **Article 11 - Group Health and Life Insurance**

### Section 11.1

The City will continue to offer its employees single or dependent health insurance coverage at a level that is mutually agreeable to both parties. The City will provide each employee with a copy of the plan[s] offered.

If the City implements an employee contribution to health plan Employees covered by this agreement will contribute to the plan through a payroll deduction for their choice of coverage for single or dependant coverage.

### Section 11.2

City Employee Policy Manual as adopted March 15<sup>th</sup> 2006 by Resolution No. 06-50 specifically Section X, page 101 Retirement Plan.

### Section 11.3

The City shall provide ten thousand dollars (\$10,000) life insurance for full time employees; coverage to be on or off the job, with an additional ten thousand dollars (\$10,000) for accidental death of an employee

The City shall provide Group Life Insurance with Accidental Death and Dismemberment in the amount of no less than ten thousand dollars (\$10,000) for full time employees and while on duty for the City. Employees may obtain extended coverage through the City by paying the cost of the added coverage at the rates negotiated by the City. The City shall provide workers compensation insurance coverage for members of the volunteer police department.

### Section 11.4

The City will provide at no cost to the employees a disability program for illness or accident away from work with a maximum payment to the employee of \$100 and a long-term disability program for illness or accident away from work with a payment of 60% of monthly earnings, reduced by deductible income, and a \$3,000 maximum monthly benefit.

An employee's contribution to the disability program will be computed according to the same method utilized for calculating contributions to health insurance. An employee shall have the option of waiving this coverage.



## Article 12– Salaries, Wages and Longevity

### Section 12.1

There shall be six (6) steps in the hourly salary scale based on years of completed service with the Hiawatha Police Department. Entry is for all newly hired employees with up to one (1) year of completed service. Employee pay periods will be every other Friday.

The following is the salary schedule starting July 1, 2007 and ending on June 30, 2010:

| <u>Years of Completed<br/>Service</u> | <u>Effective<br/>7/1/2007</u> | <u>Effective<br/>7/1/2008</u> | <u>Effective<br/>7/1/2009</u> |
|---------------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Entry                                 | \$17.23                       | \$17.75                       | \$18.37                       |
| 1 Year Service                        | \$18.21                       | \$18.76                       | \$19.41                       |
| 2 Year Service                        | \$18.86                       | \$19.43                       | \$20.10                       |
| 3 Year Service                        | \$20.48                       | \$21.09                       | \$21.83                       |
| 4 Year Service                        | \$22.65                       | \$23.33                       | \$24.14                       |
| 5 Year Service                        | \$23.52                       | \$24.23                       | \$25.07                       |

### Section 12.2

There shall be five (5) steps in the longevity benefit scale based on years of completed service with the Hiawatha Police Department. An employee shall receive the longevity benefit after completion of five (5) years of service. The longevity benefit is intended as an incentive and to recognize the length of service and loyalty of the employee. Longevity pay shall be payable on the employee's anniversary date beginning with the first regular pay period following the anniversary date on the following non-cumulative schedule:

|   |                         |
|---|-------------------------|
| After completion of 5 years of service  | \$.12 per hour increase |
| After completion of 10 years of service | \$.12 per hour increase |
| After completion of 15 years of service | \$.12 per hour increase |
| After completion of 20 years of service | \$.12 per hour increase |
| After completion of 25 years of service | \$.12 per hour increase |

## **Article 13 - Work Week and Bidding**

### **Section 13.1**

The standard work week shall commence on the Sunday at 2300 hours and conclude one week later on Sunday at 2259 hours. The standard work week shall consist of forty (40) hours worked in no less than five (5) consecutive eight (8) hour shifts or four (4) consecutive ten (10) hours shifts

### **Section 13.2**

All full time employees will be allowed to bid the shift of their choice by seniority every six months. The posting for such bids shall take place the first week of June and December for the first schedule that commences the following month. The Chief of Police will designate the shifts available; the number of employees assigned to each shift and the days off of each shift. There will be no split shifts except under unusual or exigent circumstances. The bidding process will be completed by the bargaining unit and returned back to the Chief of Police within seven (7) days. The trading of shifts will be allowed.

In the event the schedule requires an adjustment in shift deployment the Chief of Police shall post the new schedule for bidding. The bidding process will be completed by the bargaining unit and returned back to the Chief of Police within seven (7) days. The Chief of Police shall have the right to temporarily assign an employee to cover an open shift until the bidding process is complete.

### **Section 13.3**

In the case of training or temporary emergency assignments, The Chief of Police may temporarily assign an employee to a different work schedule. Such assignments shall not be used to avoid the seniority bidding system.

### **Section 13.4**

The Chief of Police shall post and keep current a complete list of all special duty assignments and the employee that is assigned to each assignment. In the event an assignment becomes available it shall then be posted for seven (7) days for employee's to submit a letter of interest, an application or resume. The notice shall contain the expected duties and responsibilities and working hours if applicable. The selection of an employee to receive the special duty assignment is at the discretion of the Chief of Police. The Chief of Police shall have the right to temporarily assign an employee to cover an open special duty assignment until such posting has been completed and said assignment is filled.

## **Article 14 – Overtime and Compensatory Time**

### **Section 14.1**

Overtime consists of scheduled, necessary or emergency work performed in excess of the normal work period provided the normal work period is a minimum of eight (8) hours in a given day and forty (40) hours in a given week. Employees called in outside of their regular work hours shall be paid a minimum of one (1) hours overtime provided the normal work period requirements have been met. If normal work period requirements have not been met for that pay period in which an employee is called in, the employee shall then be paid a minimum of one (1) hour at the regular rate. All paid leave will be used in the computation of overtime.

### **Section 14.2**

Accrual of compensatory time off hours shall not exceed eighty (80) hours cumulative; compensatory time off hours must be scheduled during the same fiscal year as the overtime period worked; the employee waives his right to compensatory time off upon notice of termination by either the employee or the City. Earned compensatory time off not utilized will be compensated by wages at the rate of time and one-half (1½). Compensatory time may not be accrued over eighty (80) hours at one time.

## **Article 15 - Holidays**

### **Section 15.1**

All employees shall be guaranteed eleven (11) paid holidays, whether worked or not, and two (2) paid personal days per year. The Employer may schedule additional paid holidays, adjust the current holidays but shall not reduce the number of holidays. The following holidays will be recognized and observed on the actual calendar day:

|                        |                |
|------------------------|----------------|
| Independence Day       | New Years Eve  |
| Labor Day              | New Years Day  |
| Thanksgiving Day       | Presidents Day |
| Day after Thanksgiving | Good Friday    |
| Christmas Eve          | Memorial Day   |
| Christmas Day          |                |

### **Section 15.2**

An employee who works on an observed holiday will receive holiday pay at their current rate of pay and shall also be compensated with pay or, in the employees discretion, compensatory time off at the rate of time and one half (1 ½).

An employee who does not work on the observed holiday shall have the option of receiving their holiday time at their current rate of pay or to accrue compensatory time off.

## **Article 16 – Vacation**

### **Section 16.1**

There shall be five (5) steps in the vacation accrual schedule based on years of completed service with the Hiawatha Police Department. No vacation may be taken until it has actually accrued and new employees are eligible for one (1) week vacation upon completion of six (6) months of service. Vacation must be used by July 1st of each year. Vacation may be carried past July 1st only with the written consent of the Chief of Police. The maximum amount to be carried cannot exceed 80 hours. The vacation accrual schedule is based on a forty (40) hour work week:

| <u>Years of<br/>Completed Service</u> | <u>Annual<br/>Accrual Rate</u> | <u>Pay Period<br/>Accrual Rate</u> |
|---------------------------------------|--------------------------------|------------------------------------|
| 6 Months                              | 40 hours                       | 1.54 hours                         |
| 1 Year                                | 80 hours                       | 3.08 hours                         |
| 3 Years                               | 120 hours                      | 4.62 hours                         |
| 10 Years                              | 160 hours                      | 6.15 hours                         |
| 18 Years                              | 200 hours                      | 7.69 hours                         |

### **Section 16.2**

Commencing on July 1<sup>st</sup> and all the way through July 14<sup>th</sup> of each year, preference will be given to employees based on seniority when an employee requests time off. All time off requests submitted on July 15<sup>th</sup> or after will be considered on a first come basis.

### **Section 16.3**

Employee's requesting time off must submit the time off request as soon as practical. All time off requests will be approved whenever operations permit. It is the intent of the Employer to grant all time off requests as submitted by the employee.

Employee's requesting time off of forty (40) hours or more shall submit the time off request thirty (30) days prior to the first shift requested off. Approval of time off with less than thirty (30) days notice can be approved due to special circumstances of the employee.

## **Article 17 - Court Leave**

### **Section 17.1**

For all required court appearances and/or hearings in excess of their normal work shift, employees will be compensated at the overtime rate with a guaranteed minimum of two (2) hours compensation. Telephone conferences in excess of their normal work hours will also be compensated at the overtime rate with a guaranteed minimum of one (1) hour.

### **Section 17.2**

For all required court appearances and/or hearings more than fifty (50) miles outside of Hiawatha, the Employer may move said officer to the day shift. If the appearance day is on the employees' normal day off the employee will be scheduled off on another day that week. The employer will pay for all meals, lodging, the expense of transportation and travel time in accordance with the Fair Labor Standards Act (FLSA).

### Section 17.3

An employee required for a court appearance and/or hearing two (2) hours or less before their normally scheduled duty hours shall be paid overtime with a minimum of one (1) hour for the time that lapses between the employee's scheduled appearance and the beginning of the employee's normally scheduled duty hours.

### Section 17.4

An employee required for more than one (1) court appearance on their off-duty hours will be compensated at the overtime rate with a guaranteed minimum of two (2) hours compensation for each appearance if the required appearances are a minimum of two (2) hours apart.

### Section 17.5

If an employee's required court and/or hearing appearance that was scheduled during off-duty hours is subsequently canceled without twelve (12) hours advance notice of the cancellation, the employee shall be paid for two (2) hours at rate of time and one half (1 ½) of the employee's current regular rate of pay. The employee shall call in at least twelve (12) hours in advance to confirm whether or not their attendance remains required.

### Section 17.6

In order to be compensated for all court time the employee shall provide a subpoena, a signed subpoena if possible, to the Employer.

## **Article 18 – Sick Leave**

### Section 18.1

All full time employees are eligible for paid sick leave. Accrual shall be calculated from the hire date but shall be awarded on the basis of four (4) hours for each eighty (80) hours worked after the first one hundred sixty (160) standard hours worked. The accrual limit is ninety-six (96) hours per annum and the aggregate limit is nine hundred sixty (960) hours. Any sick leave accumulated by an employee over 720 hours and less than 960 hours will be paid at the employee's current rate of pay to the employee upon his retirement or termination.

### Section 18.2

An employee may use sick leave for absence from duty due to an illness or personal injury in accordance with the City policy manual. An employee requesting sick leave will inform the Chief of Police or a supervisor of the fact and the reason therefore with no less than one (1) hour before the start of their shift or at the time of illness if on duty. For sick leave periods of three (3) days or more in succession, medical certification may be required.

### Section 18.3

A maximum of five (5) days of accrued sick leave per year may be used due to an illness or injury of an immediate family member which may require the employee's presence. All doctor and dental appointments for the employee's immediate family members shall be considered proper use of sick leave should the employee be unable to schedule such appointment(s) outside of their duty hours.

### Section 18.4

If an employee is on paid vacation leave and becomes ill or is hospitalized or injured, the employee shall immediately notify the Chief of Police. The employee may cancel the paid vacation leave and apply their paid sick leave benefit.

## **Article 19 - Funeral Leave**

### **Section 19.1**

In the event of a death in the immediate family of an employee, the employee shall be granted a leave of absence. Such leave shall consist of three (3) working days for the arranging and attendance of the funeral, with pay for those days the employee would have been otherwise scheduled to work. Immediate family of the employee will consist of the employee's spouse, children or stepchildren, son/daughter-in-law, mother or father, stepmother/father, sister or brother, grandparents, grand children, father/mother-in-law. Leave of one (1) day shall be granted in the event of the death of an employee's aunt, uncle, niece or nephew, brother-in-law or sister-in-law.

### **Section 19.2**

A regular employee may be allowed time off with pay to attend the funeral of a fellow worker who was currently employed in the same department provided, however, such permission is granted by the supervisor or department head.

## **Article 20 – Military Leave**

### **Section 20.1**

All employees shall be entitled to the military leave benefits provided under the Iowa Code at section 29A.28 and the Federal Selective Service Act. Proof of service must be returned to the Chief of Police before any salary or wage reimbursement is paid.

## **Article 21 - Jury Leave**

### **Section 21.1**

The Employer shall pay all employees their regular rate of pay while serving on any jury. The employee shall forward their jury pay to the Employer. If the employee is excused or discharged from the jury before the workday ends, the employee must report immediately to the Employer for work. Employees who work the overnight or evening shifts shall be scheduled to the day shift for pay purposes during the tour of jury duty.

## **Article 22 - Training and Education**

### **Section 22.1**

Training requirements and programs shall be established by the Chief of Police. Training during regular hours shall be paid for as any other work assignment. Any required in-service training, while the employee is not on duty, will be compensated with pay at the rate of time and one-half (1 ½) or granted compensatory time off, at the employee's discretion, with pay at the rate of one and one-half (1½) times his basic hourly rate for any hours worked over forty (40) hours during the work week. For training purposes the Employer shall pay for or provide transportation, meals, lodging, tuition and travel time in accordance with the Federal Labor Standards Act (FLSA).

### Section 22.2

In the event the Chief of Police provides an opportunity for training in a specialized area of law enforcement, notice for training shall be posted for seven (7) days to allow for interested employees to submit letters of interest or resumes. The selection of an employee to receive the specialization training is at the discretion of the Chief of Police.

### Section 22.3

All special duty assignments established by the Chief of Police shall receive all proper and reasonable training and continuous in service training to maintain such skills and certification(s). All special duty assignments shall have written policies and/or procedures. All training costs, fees and tuitions shall be paid by the Employer which is subject to the availability of funding by the Employer.

### Section 22.4

Employees may apply for educational reimbursement for taking educational courses which the City determines are job related and will improve the employee's performance. The City will pay the full cost for tuition fees and text material of approved courses.

The Procedure for this educational benefit is:

1. Successful completion of the course which is defined as receiving a grade Equivalent of "C" or higher.
2. Agreement to repay the full cost of the City upon resignation within three (3) Years after completion of the course(s).
3. Employees who are laid off shall not be required to repay tuition Reimbursement within three (3) years.

## **Article 23 - Evaluation Procedure**

### Section 23.1

Each employee shall be properly evaluated on an annual basis by their immediate supervisor. The evaluation shall be predominately law enforcement oriented and include a job performance rating for any special duty assignments the employee has performed.

### Section 23.2

The employee may be required to sign the evaluation indicating knowledge of the evaluation. Such signature will not conclude any concurrence of the evaluation itself and the employee shall have the opportunity for input into the evaluation and will have ten (10) days to attach a separate response to the completed evaluation.

## Article 24 – Clothing and Equipment

### Section 24.1

The Employer will provide all necessary clothing and equipment for the employee to perform their duties, responsibilities and assignments. All clothing and equipment items will be issued in good working condition and if such items(s) should become damaged or worn, the employee will report said condition to the Chief of Police. An employee with assigned special duties will be issued special equipment to perform such special duties.

If any uniform or equipment item(s) should, for any reason, become too small or large, the Employer will replace said item. If an issued clothing and/or equipment item should become lost or stolen it shall be replaced by the Employer except in cases of gross negligence.

### Section 24.2

The Employer may in their discretion add items to this list when it's deemed appropriate. All employees required to wear a duty uniform shall have three sets of said required uniforms. The following items will be provided by the Employer to all full time employees:

| <u>Clothing</u>     | <u>Leather</u>     | <u>Personal Equipment</u> |
|---------------------|--------------------|---------------------------|
| Long Sleeve Shirts  | Duty Belt          | H & K USP .45             |
| Short Sleeve Shirts | Trouser Belt       | Weapons Magazine x 2      |
| Trousers            | Belt Keepers       | Portable Radio            |
| Light Jacket        | Magazine Case      | Radio Mic                 |
| Rain Coat           | Radio Case         | Asp 26" Baton             |
| All Uniform Brass   | O.C. Spray Case    | O.C. Spray                |
| Winter Gloves       | Asp Baton Case     | Body Armor                |
| Pat Down Gloves     | Key Keeper         | Surefire 6p Flashlight    |
| Winter Cap          | Surefire Case      | Handcuffs x 2             |
| Summer Footwear     | Holster            | Clip Board                |
| Winter Footwear     | Handcuff Case x2 * | Business Cards            |
|                     | Medical Case       | Locker                    |
|                     | Flashlight Ring    | Keys                      |

\* or double case

### Section 24.3

The following items may, in the employee's discretion, be purchased by the employee and shall be reimbursed by the Employer: Winter cap, pat down gloves, winter gloves and footwear. The footwear shall not exceed \$150.00 per pair.

### Section 24.4

If an employees clothing and/or equipment should become exaggeratedly soiled, contaminated by dangerous chemicals, unknown substances, or human body fluids, the Employer shall be responsible for the proper cleaning and/or decontamination of such item(s).



#### Section 24.5

All full time employees, in their discretion, may check out department ammunition for target practice. Each employee is eligible to checkout one hundred fifty (150) rounds of .45 caliber and fifteen (15) rounds of 12 gauge buckshot and/or slugs. If the employee is qualified and approved, he or she may check out one hundred fifty (150) rounds of .223 rifle rounds or other approved caliber. The employee must return the empty casings in order to receive the next allotment of ammunition.

The ammunition allotment schedule is as follows:

July 1 to September 30  
October 1 to December 31  
January 1 to March 31  
April 1 to June 30

### **Article 25 - Use and Maintenance of City Owned Equipment**

#### Section 25.1

City owned vehicles and equipment will be maintained at a level which will insure reasonable safety and reliability. Rules with respect to the care and maintenance of equipment by employees and the City may be promulgated by the City, in its sole discretion.

### **Article 26 - False Arrest Lawsuits**

#### Section 26.1

The Employer agrees that it will defend any of its employees and, except in cases of malfeasance in office, willful and unauthorized injury to persons, property or willful or wonton neglect of duty, shall save harmless and indemnify such employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their employment duties.

### **Article 27 – Union Dues**

#### Section 27.1

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deductions of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular Union membership dues to be deducted. The Employer shall then deduct the reported amount from the employee paycheck

The Union agrees to indemnify and hold harmless against any and all claims, suits, orders or judgments brought or issued against the Employee as a result of any action taken or not taken by the Employer under the provisions of this Article.

### **Article 28 – Savings Clause**

#### Section 28.1

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect

## Article 29 – General Conditions

### Section 29.1

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

### Section 29.2

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agreed that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### Section 29.3

This Agreement shall be effective July 1, 2007 through June 30, 2010.

### Section 29.4

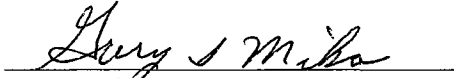
This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served; either party may offer any modification of Agreement.

Signed this 4th day of April, 2007.

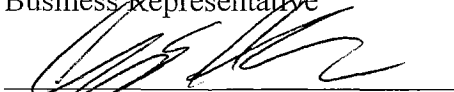
Chauffeurs, Teamsters and Helpers  
Local Union No. 238, affiliated with the  
International Brotherhood of Teamsters.



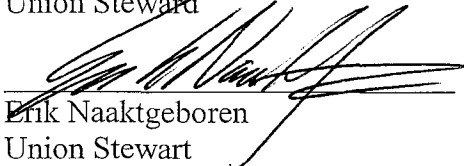
Gary Dunham  
Secretary – Treasurer



Gary Mika  
Business Representative



Charles E Allaire  
Union Steward

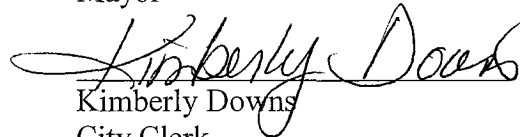


Erik Naaktgeboren  
Union Steward

City of Hiawatha, Iowa



Thomas Patterson  
Mayor



Kimberly Downs  
City Clerk